



The State of Oklahoma

OMES Central Purchasing
In conjunction with



Request for Proposals

Oklahoma Solicitation Number OK-MA-145

**NASPO ValuePoint Master Agreement for
Public Safety Video and Vehicle Mounted
Equipment**

April 20, 2016

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REQUEST FOR PROPOSAL
Public Safety / Law Enforcement Video & Vehicle Mounted Equipment

Solicitation # OK-MA-145

1 NASPO VALUEPOINT SOLICITATION - GENERAL INFORMATION

1.1 Purpose

The State of Oklahoma, (Office of Management & Enterprise Services (OMES), Central Purchasing (Lead State) is requesting proposals for Public Safety / Law Enforcement Video & Vehicle Mounted Equipment, in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposal is to establish multiple Master Agreements with qualified offerors that will provide a consistent and reliable source for the provisions of all categories of law enforcement camera systems – in car, body worn, etc. and vehicle mounted equipment which will help law enforcement meet all patrolling needs for all participating states.

The objective of this RFP is to obtain best value, achieve most favorable pricing than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by all levels of state governments' i.e. state agencies, local and county government entities, institutions of higher education and other eligible public bodies, the District of Columbia, territories of the United States subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions.

The initial term of the master agreement shall be 2 (two) years with renewal provisions as outlined in Section 7.3 of the NASPO ValuePoint Master Terms and conditions (Attachment A) which typically extend the original contract period for three (3) additional years.

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors representing the variety of categories, in the Lead State's discretion.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

While the primary purpose of this solicitation is to select Offerors who can offer the Products or Services for all members participating in the NASPO ValuePoint Cooperative Purchasing Program, Offerors are permitted to submit a Proposal on more limited geographical areas, but not less than one entire Member State. Offerors must clearly describe the geographical limits (e.g. by State name) if proposing a geographical area less than that of all member States. However, if a Offeror elects to submit a Proposal for a single State then the Offeror must be willing to supply the entire State and will not be allowed to add additional States following award or at any time during the term of the contract or any renewals.

The Lead State/Sourcing Team, with the assistance as deemed advisable of the relevant Participating State (or relevant group of Participating States), may evaluate and select a Offeror for

award in more limited geographical areas (e.g. a single state) where judged to be in the best interest of the State or States involved.

1.2 Lead State, Solicitation Number and Lead State Contract Administrator

The State of Oklahoma, Central Purchasing Division is the Lead State and issuing office for this document and all subsequent amendments relating to it. The reference number for the transaction is Solicitation # OK-MA-145. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The Lead State Contract Administrator identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, change, clarification, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator designated by the State of Oklahoma, Central Purchasing Division is:

Lisa Bradley, State Wide Initiatives Contracting Officer
State of Oklahoma, OMES, Central Purchasing
5005 North Lincoln, Suite 300
Oklahoma City, OK 73105
Lisa.Bradley@omes.ok.gov
405-522-4480 Phone 405-522-1077 Fax

1.3 Schedule of Events (*ANTICIPATED*)

Solicitation Release:	April 20, 2016
Pre-Proposal Conference	May 6, 2016 8:00 AM PT (Pacific Time)
Question Deadline:	May 19, 2016 4:00 PM CDT (Central Daylight Time)
Closing Date and Time:	June 20, 2016 3:00 PM CDT (Central Daylight Time)
Anticipated Award Date:	August 2016

All times is Central Daylight Time Zone (CDT) unless indicated otherwise.

1.4 Definitions

The following definitions apply to this solicitation. Attachment A also contains definitions of terms used in this solicitation and the NASPO ValuePoint Master Agreement terms and conditions.

“**Addendum**” and its plural “**Addenda**” refer to changes to the contract.

”**Amendment(s)**” refer to changes made to the original solicitation.

CJIS means Criminal Justice Information Services

Lead State means the State conducting this cooperative procurement, evaluation, and award.

Market basket means a representative sample of items which are being sourced and are directly related to volume or dollar amount activity, and to be used as a baseline for evaluation and/or award purposes.

Offeror means the company or firm who submits a proposal in response to this Request for Proposal.

Proposal means the official written response submitted by an Offeror in response to this Request for Proposal.

"Request for Proposals" or "RFP" means the entire solicitation document, including all parts, sections, exhibits, attachments, and Amendments.

1.5 NASPO ValuePoint Background Information

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites www.naspo.org and www.naspovaluepoint.org

1.6 Participating States

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement: Hawaii, Louisiana, Mississippi, Montana, North Dakota, Utah, and Virginia. Other entities may become Participating Entities after award of the Master Agreement. Some States may have included special or unique terms and conditions for their state that will govern their state Participating Addendum. These terms and conditions are being provided as a courtesy to proposers to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate other States' terms and conditions. The participating States will negotiate these terms and conditions directly with the supplier. State-specific terms and conditions are included in Attachments K-L.

1.7 Anticipated Usage

This is a new Master Agreement for the Lead State and NASPO ValuePoint. Therefore, annual usage data is not available. No minimum or maximum level of sales volume is guaranteed or implied in awarded agreements made under this RFP.

2 SOLICITATION REQUIREMENTS, INFORMATION AND INSTRUCTIONS TO OFFERORS

2.1 RFP Question and Answer Process

All questions, including those about Terms and Conditions, must be submitted in writing, to the Lead State Contract Administrator, by May 19, 2016, 4:00 PM CDT, in order to be considered. Written questions must be submitted using Attachment H “Questions & Inquiries Submission Template”, and sent via email to the Lead State Contract Administrator. Official answers to all written questions will be posted on the State of Oklahoma’s web site as an amendment to the RFP. (<https://www.ok.gov/dcs/solicit/app/solicitationSearch.php?status=open-pending>) All interested parties may register to receive notification changes by subscribing to the “Notify Me” button posted along with the RFP posting.

The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, so Offeror’ s are cautioned about including context in questions that may reveal the source of questions.

2.2 RFP Amendments

Formal changes to this RFP including but not limited to contractual terms and procurement requirements shall only be changed via formal written amendments issued by the Lead State.

The Lead State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the State of Oklahoma’s website (<https://www.ok.gov/dcs/solicit/app/solicitationSearch.php?status=open-pending>) to obtain RFP amendments or other information relating to the RFP. It is highly encouraged for each respondent interested in responding to register on this web site. There is a simple “notify me” button, which will alert you to any changes made to the posting.

2.3 Pre-Proposal Conference

A pre-proposal conference will be held on May 6 2016, at (8:00 AM PT), via webinar. Please RSVP this event to Lisa.Bradley@omes.ok.gov; no later than close of business April 29, 2016 to ensure seats as attendance is limited. All suppliers which do RSVP will receive an email invitation to the webinar. Attendance at the conference is not mandatory but is highly recommended. . All interested suppliers should review and be familiar with the scope of this RFP prior to this conference. Questions asked during the pre-proposal conference must also be submitted in writing to the Lead State Contract Administrator for clarification, and answers will be provided via an addendum posted on the Oklahoma web page.

2.4 Proposal Due Date

Proposals must be received by June 20, 2016 3:00 PM CDT. Proposals received after the deadline will be late and ineligible for consideration.

2.5 Cancellation of Procurement

This RFP may be canceled at any time up until the time of award of the Master Agreement(s) if the Lead State determines such action to be in the collective best interests of Participating States.

2.6 Governing Laws and Regulations

This procurement is conducted by the laws of Oklahoma, in accordance with the Oklahoma Central Purchasing Act. This Act is available to view at: (http://www.ok.gov/DCS/Central_Purchasing/index.html).

Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in Oklahoma County, Oklahoma. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in section 7.35 of the NASPO ValuePoint Master Agreement Terms and Conditions.

2.7 Firm Offers

Responses to this RFP, including proposed costs, will be considered firm for 180 days after the proposal due date.

2.8 Right to Accept All or Portion of Proposal

Unless otherwise specified in the solicitation, the Lead State may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions any award to receiving all items which was provided in proposal response. In the event that the Offeror so restricts its Proposal, the Lead State may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the Lead State and the NASPO ValuePoint program. The Lead State may otherwise determine at their sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

2.9 Proposal Content and Format Requirements

Proposals must be detailed and concise. Each Proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point by point response, structured in form and reference to the RFP, addressing all requirements and the Scope of Work elements.

2.10 Proposal Submission Instructions

Proposals must be received by the posted due date and time. Proposals received after the deadline will be late and ineligible for consideration.

You shall mail or deliver proposal responses to the address listed below on or before the due date and time. .

OMES / Central Purchasing
5005 North Lincoln Boulevard
Suite 300
Oklahoma City, OK 73105

Proposer shall submit one (1) original marked "MASTER" in hard copy, one (1) redacted copy for public viewing in electronic format, and two (2) electronic copies of the proposal response on a CD ROM or USB flash drive in MS Word 2003 or higher format. (Less Proposal Pricing Page) and all required supporting information and documents on or before the Closing Date and Time.

Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

- Name of Proposer
- RFP Number
- Closing Date and Time

If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide for the basis of resolving discrepancies. If one document is not clearly marked "MASTER," Lead State reserves the right to use the original as the Master. If no document can be identified as an original, Proposer's Proposal may be rejected at the discretion of Lead State.

A Proposer shall submit its Proposal Pricing Page in a separate, sealed envelope, labeled accordingly and placed in sealed carton(s) or package(s) as described above. Prices must be submitted on a pricing matrix Attachment D in Microsoft Excel format. Proposers shall submit their prices in both hard copy and electronic form using Microsoft Excel on a CD-ROM or USB flash drive. Do not include Proposal Pricing Page on the same CD-ROM or USB flash drive as the technical proposal.

Proposers are solely responsible for ensuring that their Proposals are received by Lead State in accordance with the solicitation requirements, before the Closing Date and Time, and at the place specified on the cover sheet of this RFP. Lead State shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Proposal deliveries made to another location other than to the address identified on the cover sheet of this RFP will be considered non-responsive unless re-delivery is made to the address identified on the cover sheet of this RFP before the Closing Date and Time. Proposals may NOT be submitted by facsimile. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

2.11 Required Format

All Proposals must be submitted in the following format. Detailed information on submitting each of these sections is contained later sections of this RFP.

- 2.11.1 RFP Forms** The Lead State's Request for Proposal forms, reference Attachment C, completed and signed.
- 2.11.2 Executive Summary** The one or two page executive summary is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. It must indicate any requirements that cannot be met by the Offeror. The reader should be able to determine the essence of the Proposal by reading the executive summary.
- 2.11.3 Technical Response** This section should constitute the Technical response of the proposal and must contain at least the following information:
 - 2.11.3.1** A complete narrative of the offeror's assessment of the work to be performed, the offerors ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
 - 2.11.3.2 Confidential, Protected or Proprietary Information.** All confidential, protected or proprietary Information must be included in this section of proposal response. Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the proposal response directing reader to the specific area of this protected Information section.
- 2.11.4 Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form.

The Cost Proposal is to be submitted as a separate document. Inclusion of any cost or pricing data within the technical proposal may result in your Proposal being judged as non-responsive.

2.12 Ownership or Disposition of Proposals and other Materials submitted

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Offeror submits as part of or in connection with a proposal are public records and subject to disclosure.

2.13 Confidential or Proprietary Information

2.13.1 Confidential Information

Proposers should be aware that marking any portion of a Proposal as "confidential", "proprietary" or "trade secret" may exclude it from evaluation or consideration for award. In the event that a limited amount of confidential and proprietary information is deemed necessary by the Offeror to respond to solicitation, any such information must be included in a separate section of the Offeror's proposal response clearly marked as "CONFIDENTIAL AND PROPRIETARY INFORMATION". Do not incorporate confidential and proprietary information throughout the proposal response. Rather, provide a reference in the proposal response directing the reader to the CONFIDENTIAL AND PROPRIETARY INFORMATION section. Elements of the proposal that define the contractual

requirements, such as approaches to the statement of work, prices, and schedule, may not be marked as confidential and proprietary. Proposals not complying with these instructions for identification and segregation of confidential and proprietary information may be rejected.

Information included in the CONFIDENTIAL AND PROPRIETARY INFORMATION section of an Offeror's proposal is not automatically accepted and protected. All information identified in the CONFIDENTIAL AND PROPRIETARY INFORMATION section will be subject to review by the Lead State in accordance with the procedures prescribed by the Lead State's open records statute, freedom of information act, or similar law.

Offeror must identify applicable law supporting their claim of confidentiality. The Oklahoma State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

2.13.2 Redacted Proposal Response

In the event that an Offeror includes a CONFIDENTIAL AND PROPRIETARY INFORMATION section in their proposal response, an electronic redacted copy of the offeror's proposal (as accepted) must be submitted with the final proposal (e.g. a best and final offer) or as otherwise directed by the Lead State. Offeror acknowledges that any information in the redacted copy of their proposal response will be made public.

2.14 Offeror Exceptions to Terms and Conditions

The Lead State discourages exceptions to contract terms and conditions in the RFP, attached Participating Entity terms and conditions (if any), and the NASPO ValuePoint Master Agreement Terms and Conditions. Exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Lead State (and its evaluation team), the proposal appears to be conditioned on the exception or correction of what is deemed to be a deficiency or unacceptable exception would require a substantial proposal rewrite to correct.

Offerors should identify or seek to clarify any problems with contract language or any other document contained within this RFP through their written inquiries about the RFP using the process in Section 2.1.

Moreover, Offerors are cautioned that award may be made on receipt of initial proposals without clarification or an opportunity for discussion, and the nature of exceptions would be evaluated. Further, the nature of exceptions will be considered in the competitive range determination if one is conducted. Exceptions will be evaluated to determine the extent to which the alternative language or approach poses unreasonable, additional risk to the state, is judged to inhibit achieving the objectives of the RFP, or whose ambiguity makes evaluation difficult and a fair resolution (available to all offerors) impractical given the timeframe for the RFP.

2.15 Certification of Non-Debarment

By submitting a response to this solicitation the prospective primary participant and any other subcontract certifies to the best of their knowledge and belief, that they and their principals or

participants:

- 2.15.1** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
- 2.15.2** Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 2.15.3** Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses listed above this certification; and
- 2.15.4** Have not with a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

3 Evaluation and Award

3.1 Right to Waive Minor Irregularities

The Lead State in its sole discretion reserves the right to waive minor irregularities in the Proposal, which include but are not limited to corrections of deficiencies or clarification of ambiguities that in the judgment of the Lead State do not require a comprehensive proposal rewrite. The Lead State also reserves the right in its sole discretion to waive certain mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and the failure to do so does not materially affect the procurement.

3.2 Evaluation Team

A multi-state Sourcing Team will be responsible for the review and evaluation of Proposal in accordance with the process described in the RFP. The Lead State may engage additional qualified individuals during the process to assist the Evaluation Team in understanding technical, financial, legal, contractual, or program matters

3.3 Discussions with Offerors – Oral Presentations

In the initial phase of the evaluation process, the Lead State will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

The Lead State reserves the right to award on receipt of initial proposals without an opportunity for discussion or proposal revision, so Offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

BEST and FINAL (BAFO): The Lead State may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request. However, it should not be expected that we will ask for best and final offers to give you an opportunity to strengthen your proposal.

3.4 Award of Master Agreement(s)

Award shall be made to the offeror(s) whose proposal is the most advantageous to Oklahoma and NASPO ValuePoint Participating States, taking into consideration price and the other evaluation factors set forth in this request for proposals. A multiple award is highly anticipated.

The Participating States reserve the right to award items separately or by grouping items, or by total lot.

3.5 Evaluation Process

3.5.1 Phase 1: In the initial phase of the evaluation process, the sourcing team will review all proposals timely received. Non-responsive proposals not conforming to RFP requirements will be eliminated from further consideration.

3.5.2 Phase 2: Administrative and Technical Proposal Evaluation

Acceptable and potentially acceptable proposals will be evaluated against the proposal evaluation criteria. The Lead State and sourcing team may request clarification from one or more responders. The responses must be made in writing as the Lead State will only use what is in writing for evaluation purposes. The written response to the request for clarification will be combined with the original response, and considered as the amended response. However, the Lead State reserves the right to make an award without further clarification of the responses received. Therefore, it is important that each response be submitted in the most complete manner possible. Responses will be rated as follows:

Evaluation Criteria

Ability to Meet Scope of Work

Administrative Business Response

Technical Response

References

Acceptance of Terms & Conditions

Value Added Plan Response

3.5.3 Phase 3: Cost Proposal Evaluation

Evaluation Criteria

Cost

Evaluation of Cost Proposals: The Offeror with the lowest cost will receive the maximum points. All other Offerors will receive points as determined by the ratio* of their costs to the lowest cost. Final cost scores will be calculated based on the following:

*Ratio Calculation: Points assigned to each Offerors cost proposal will be based on the lowest proposal cost. The Offeror with the lowest proposed cost will receive 100% of the cost points. All other Offerors will receive a portion of the total cost points based on what percentage higher their Proposed Cost is than the Lowest Proposed Cost. Offeror's whose Proposed Cost is more than double (200%) the Lowest Proposed Cost will receive no points. The formula to compute the points is: $\text{Cost Points} \times (2 - \frac{\text{Proposed Cost}}{\text{Lowest Proposed Cost}})$.

3.6 Notice of Intent to Award

After a final selection(s) are made, the Lead State, Oklahoma, will issue an intent- to-award announcement on its electronic procurement system. Proposal files are public records and available for review at Lead State by appointment after final award has been made.

3.7 Protest

You may reference the lead state's procedures for a supplier's protest at the following of link provided below.

260:115-3-19. Supplier's Protest

https://www.ok.gov/dcs/searchdocs/app/manage_documents.php?id=946

3.8 Post Award Formalization of the Master Agreement

The Lead State reserves the right during contract negotiation of the Master Agreement to adjust terms and conditions that would not (in the Lead State's judgment) have a material effect on price, schedule, scope of work, or risk to the Lead State and Participating States, with materiality defined in terms of the effect on the evaluation and award. In any event, the Lead State reserves the right to accept contract or pricing changes that are more favorable to the Lead State.

If no Master Agreement is reached with the apparent awardee, the Lead State may negotiate with other Offerors or make no award under this RFP.

4 Administrative and Technical Response Requirements

4.1 Mandatory Minimum Administrative Proposal Requirements

This section contains the minimum requirements that must be met in order to be considered for the evaluation phase. All of the items described in this section are non-negotiable. All Offerors must state willingness and demonstrate ability to satisfy these requirements in the proposal submitted for consideration. Attachment E, Business and Technical Requirements, is provided as a basis for providing your compliance with each section below. There is a yes/no box, and small area for comments. Additional space may be provided if needed.

4.1.1 NASPO ValuePoint Master Agreement Statement of Compliance

NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity's Participating Addendum.

The Master Agreement will include, but not be limited to, the NASPO ValuePoint Standard Terms and Conditions in Attachment A and Lead State specific terms and conditions required to execute a master agreement, the scope of work Attachment B and selected portions of the Offerors Proposal.

This section highlights particular terms and conditions of NASPO ValuePoint Master Agreement Terms and Conditions, although Offerors will be bound to all the terms and conditions when executing a Master Agreement as shown in Attachment A. Offerors must complete Attachment E, Administrative and Technical Response Template and include a statement in their Proposal that they have read and understand all of the terms and conditions as shown in the Master Agreement (Attachment A).

4.1.2 Insurance

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 7.17 of the NASPO ValuePoint Master Agreement Terms and Conditions. Describe your insurance or plans to obtain insurance satisfying the requirements in Section 7.17.

4.1.3 NASPO ValuePoint Administrative Fee and Reporting Requirements

To be eligible for award, the Offeror agrees to pay a NASPO ValuePoint administrative fee as specified in Section 7.26 of the NASPO ValuePoint Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed by Section 7.27 of NASPO ValuePoint Master Agreement Terms and Conditions.

Offerors shall identify the person responsible for providing the mandatory usage reports. (This information must be kept current during the contract period) Contractor will be required to provide reporting contact within 15 days of Master Agreement execution.

4.1.4 NASPO ValuePoint eMarket Center

To be eligible for award, the Offeror agrees, by submission of a Proposal, to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) to integrate its presence in the NASPO ValuePoint eMarket Center either through an electronic catalog (hosted or punchout site) or unique ordering instructions. Refer to Attachment A, Section 9, NASPO ValuePoint Master Agreement Terms and Conditions for the prescribed requirements.

Those terms and conditions require as a minimum that the Offeror agree to participate in development of ordering instructions. Proposer shall respond how they can support the eMarket Center in the Proposal through either a hosted catalog or punchout solution.

4.1.5 Lead State Terms and Conditions

Refer to Attachment C for the Lead State Special Terms and Conditions that apply to this solicitation and will become part of the Master Agreement. Offeror shall indicate in its Proposal that they have read and understand all of the requirements shown Lead State Terms and Conditions and the NASPO ValuePoint Master Agreement Terms and Conditions.

4.1.6 References

Offeror's will provide at least five (5) business references which have purchased similar products in this scope within the last 2 years.

4.1.7 Participating State Terms and Conditions

As a courtesy to Offerors, some Participating State specific Terms and Conditions are provided in Attachments to this solicitation. These are for informational purposes only and will be negotiated with other Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. Offerors shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum.

4.1.8 Quality Assurance and Warranty Guarantee

Offerors should guarantee its products to be free from defects in materials and workmanship, given normal use and care, over a minimum of the standard manufacturer's warranty period, not less than a 12 month period. Offeror should agree to repair and/or immediately replace without charge (including freight both ways) to Authorized Users any product or part thereof that proves to be defective or fails within the warranty period as specified. Please describe your industry standard warranty.

4.1.9 Product Availability

The Lead State should not allow any cancellation of products without an equal and acceptable replacement approved by the Contracting Officer. Offerors should communicate discontinuation of any products to the Contracting Officer in writing within five (5) business days. Offerors shall work with the Contracting Officer to identify and implement alternative options that will maintain or reduce costs associated with the replacements. Offerors should offer suggested replacements of discontinued products at least 30 business days prior to substitution, including replacement product number, description, specifications, and final price.

4.1.10 Emergency Product Substitutions and Out of Stock Items

If necessary to complete a shipment on time, Offeror may request a product substitution. The product substituted should be of equal or better quality and/or grade, at no additional cost, and the Authorized User shall accept the substitution in writing (email is acceptable) prior to delivery. Invoices shall denote all items and quantities as order. Any shorted items shall be noted as "out of stock".

4.1.11 Account Manager

The respondent must include the name and professional resume of the individual who will be the

Account Manager for the term of the Contract. The Account Manager will be responsible for operation and administration of the Contract by the Contractor. The Account Manager must respond in a timely manner and in writing unless instructed otherwise, to all information requests from the Contracting Officer.

The Account Manager shall, upon request attend meetings as requested and determined by the Contracting Officer. The Account Manager will be responsible for reports required by the contract and to serve as liaison between the Contractor and Contracting Officer and any other eligible participant. The Contracting Officer may require the Contractor to relieve the Account Manager from work on this contract, if in its opinion, it is apparent that the Account Manager does not deliver work that conforms to performance standards outlined in this RFP. This named Account Manager must be among those present for all scheduled pre-award meetings.

4.1.11.1 Introduce to the Contracting Officer and to the Facilities' staff new products available on the market within the scope of this contract.

4.1.11.2 Maintain and update master price lists/catalogs and review with and distribute to the different Facilities on an ongoing basis.

4.1.11.3 Handle all facility/agency complaints and maintain a log of the complaints and resolutions. Handle all requests from facility/agency/Contracting Officer for inquiries about products.

4.1.11.4 Issue credit memos and arrange for return of incorrectly shipped or deficient products.

4.1.11.5 Resolve any problems and/or discrepancies with the order/delivery schedules.

4.1.11.6 Coordinate with the Contracting Officer any rebate programs or special pricing promotions.

4.1.11.7 Work in conjunction with the Contracting Officer in doing research and making recommendations for product changes to better meet the needs and challenges for all authorized users.

4.1.11.8 Attend annual review meetings as scheduled with Contracting Officer and Sourcing Team.

4.1.12 Authorized Distributors

It is our intent to contract directly with equipment manufacturer (s). As the equipment manufacturer, describe if your products will be provided directly or from authorized distributors. A listing of authorized distributors must be included if applicable.

4.1.13 Proposed Pricing

Proposed pricing will remain fixed for the first twelve (12) months of the contract. Requests for additional increases in pricing for contract terms will be limited to once a year. All requests must be made in writing to Contracting Officer a minimum of 30 days prior to request initiation. Documentation justification regarding any increases must be provided. No price increase will be approved without 30 days written notice and written approval from Contracting Officer.

4.1.14 Time of Order

If any prices fluctuate between the time of order and delivery, Offeror shall charge the prices in

effect as of the order date.

4.1.15 Additional Fees

Offeror will not invoice services fees or additional costs to the Authorized Users during the term of the contract. There shall be no small order, minimum order, special order, shipping (Except Rush delivery as specified in Attachment D, Pricing) pallet, or fuel charges or surcharges.

4.1.16 Rebates and Special Offers

Respondents shall offer all rebates and special offers (including commercial and consumer offers) in additional to contracted pricing.

4.1.17 Disaster Recovery

The State(s) expect the Supplier to have robust disaster recovery capabilities and procedures, to continue service in all aspects of its operations. Supplier shall provide a copy of such plan in response. A more detailed disaster/emergency plan must be completed and approved by the Lead State within thirty (30) days of Contract Award.

In event of a disaster or other emergency at an Authorized User location, Supplier should provide delivery as soon as possible, or within 24 hours after receipt of order to the affected facilities, including weekends, except where Suppliers ability to perform is impaired by same disaster or emergency, in which delivery schedule will be mutually agreed upon.

4.1.18 Professional and Technical Special Insurance Requirements

Awarded suppliers will be expected to provide professional and technical, Errors and Omissions, including Network Security and Privacy Liability Insurance, written as a standalone policy or on another form of liability coverage. This policy will provide coverage for all claims the supplier may face legal obligations to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under the contract. Upon award, Supplier is required to carry the following minimum limits:

\$2,000,000.00 – per claim or event

\$2,000,000.00 – annual aggregate

Any deductible will be the sole responsibility of the Supplier. Date of coverage shall not be after the effective date of this Contract and Offeror shall maintain such insurance for a period of at least three (3) years, following completion of contract. If such insurance is discontinued, extended reporting period coverage must be obtained. Upon notification of award, and within seven (7) days of notification, the awarded vendor(s) must provide a Certificate of Insurance with the coverage and amounts mentioned above. Any contract awarded will not be fully executed until the Certificate of Insurance has been received and approved by the Lead State. The State(s) reserve the right to rescind the contract award if certificate of insurance has not been received within the required time.

4.2 Desirable Administrative Proposal Requirements

This section contains desirable administrative requirements and will be included in the scorable section of proposal evaluations along with other factors as listed. Attachment E, Business and Technical Requirements, is provided as a basis for providing your compliance with each section below. There is a yes/no box, and small area for comments. Additional pages may be attached if needed.

4.2.1 Response Time

The Awarded Supplier should respond to all communications no later than one business day.

4.2.2 Delivery Standards

The Offeror should deliver the products by the delivery date specified on any executed Attachment, Appendix, or Order referencing this Agreement. The Supplier should ensure Delivery Date standards are met no less than 97% of the time.

4.2.3 Shipping

4.2.3.1 All hazardous materials should be shipped per all Federal and State regulations. The State(s) are committed to recycling and reuse of packaging materials. Some Authorized Users may also require shrink wrapping. Authorized Users will inform Supplier of any such requirements.

4.2.3.2 All products should be shipped in a manner which enables the receiver to easily check shipment with the invoice. All individual units of measure (cases, rolls, pallets, etc.) should have a clearly visible "vendor product label" containing the following fields:

4.2.3.2.1 Manufacturer Product Number

4.2.3.2.2 Item Description

4.2.3.2.3 Quantity per Unit of Measure

4.2.4 Freight Policy

All shipments should be F.O.B. Destination to the specified location, with inside delivery if requested. Supplier is responsible for filing and expediting all freight claims with the carrier. The Supplier should pay title and risk of loss or damage charges.

4.2.5 Invoice Accuracy

Supplier should strive to achieve invoice accuracy of 100% as measured by SKUs ordered.

4.2.6 Fill Rate

Supplier should maintain a Fill Rate of 98%. The fill rate is calculated for each Authorized User, dividing line items delivered on time by line items ordered during that month and multiplied by 100 to receive percent (%) rate.

4.2.7 Ordering Methods

Each Authorized User will be responsible for placing its own orders, by written purchase order, telephone, fax, and computer online systems.

4.2.8 Payment Options

Authorized Users will pay the Supplier by check, electronic funds transfer, or the State(s) authorized P-Card (Government credit card).

4.2.9 Invoice Requirements

All invoices should reflect the prices and discounts established for the items on this contract for all orders placed by Authorized Users.

Before payment is made, Authorized Users will verify that all invoiced charges are correct as per the Contract(s). Only properly submitted invoices will be officially processed for payment. Prompt payment requires that your invoices be accurate, clear, and complete.

4.2.10 Return of Product

4.2.10.1 Any materials delivered in poor condition, in excess of the amount authorized, at the discretion of the Authorized User, will be returned to the Supplier at Supplier's expense within 30 days. Credit for returned goods shall be made immediately upon Suppliers receipt of the returned goods.

4.2.10.2 Any product which has been returned for failure of performance, the Supplier will, at the Authorized Users discretion, refund all amounts paid to the Supplier for product or replace the product.

4.2.10.2.1 Within twenty (20) days of written notification by Authorized User, Supplier should make arrangements for return of the product.

4.2.10.2.2 Supplier should bear all shipping and insurance costs.

4.2.10.2.3 Supplier should be liable for damages to the product, unless caused by fault or negligence of the Authorized User that occur during the return process.

4.2.10.3 Please describe your return policy in detail.

4.2.11 Returns Due to User Error

Supplier should provide for return of unopened items ordered in error for up to thirty (30) calendar days from delivery. All returns of unopened items should be provided free-of-charge as long as scheduled at a normal delivery schedule. Otherwise, Authorized Users should be responsible for all costs associated with the preparation and shipment to Suppliers nearest location. No additional charges are allowed, including restocking fees.

4.2.12 Customer Service

Please provide information relating to the following items regarding your company customer service policy.

4.2.12.1 What are your hours of operation and when are key account people available to us?

4.2.12.2 Describe how problem identification and resolution will be handled.

4.2.12.3 How do you respond to customer complaints and service issues?

4.2.12.4 How do you assess customer satisfaction?

4.2.12.5 What are your quality assurance measures and how are they handled in your organization.

4.2.13 Overall Customer Satisfaction

Offeror should develop a plan to conduct a quarterly survey of end users to determine the level of customer service satisfaction experienced by Authorized Users, and should conduct such a survey upon request from the Contracting Officer. Both the raw and analyzed survey results should be provided to the Contracting Officer. The following includes some of the areas to be measured on the survey: Responsiveness, Communication, Courtesy, Competence, Effectiveness, and Overall Satisfaction.

4.2.14 Past Performance References

- 4.2.14.1** Each Offeror is responsible for sending out the past performance survey questionnaire to at least five (5) past clients which is included as Attachment G – Reference Template.
- 4.2.14.2** All completed surveys will be submitted with RFP response.
- 4.2.14.3** Each respondent is responsible for making sure that their past clients receive the survey, complete the survey, and return to them in a timely manner to ensure continuation in the evaluation phase.
- 4.2.14.4** All returned surveys must be evaluated and signed by the past client. If a survey is not signed, it will not be counted.
- 4.2.14.5** The State may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, the survey will be deleted and no credit given for that reference.
- 4.2.14.6** The scores of the submitted surveys will be used to compile the average past performance rating for each respondent.

4.2.15 Promotion of the NASPO ValuePoint Master Agreement

The NASPO ValuePoint Master Agreement Terms and Conditions include program provisions governing participation in the cooperative, reporting and payment of administrative fees, and marketing/education relating to the NASPO ValuePoint cooperative procurement program. In this regard,

- 4.2.15.1** Briefly describe how you intend to promote the use of the Master Agreement.
- 4.2.15.2** Knowing that state procurement officials (CPO) must permit use of the Master Agreement in their state, how will you integrate the CPO's permission into your plan for promoting the agreement?
- 4.2.15.3** Public entities are sensitive to “scope” issues, that is, whether performance is within the intended scope of the solicitation as awarded. In the context of your method of promoting agreements of this nature, how would you clarify any questions regarding the scope the agreement with respect to any potential order?
- 4.2.15.4** How will your company manage due dates for administrative fee payments and usage reports?
- 4.2.15.5** Through its Cooperative Development Coordinators and Education & Outreach team, NASPO ValuePoint assists Lead States by engaging vendors in strategies aimed at promoting master agreements. What opportunities and/or challenges do you see in working with NASPO ValuePoint staff in this way?

5 PRICE AND COST PROPOSAL

Cost in proposals will be evaluated independent of the technical evaluation. Cost proposal must be submitted to the Lead State as a separate document in Offerors Proposal. Do not embed cost proposal in the technical proposal response.

Offeror shall provide detailed pricing for all costs associated with the responsibilities and related services, per Attachment D.

Offer may provide pricing for one band or all bands.

Cost for the NASPO ValuePoint Master Agreements shall be based on the following:

Offeror must submit cost, prices and rates as required by Attachment D Pricing Template. Prices and rates shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance.

The Lead State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Offeror's or any Subcontractor's employee's wages. If required by Lead State, Taxes shall be included as a separate line item on an Offeror's invoice. The tax rules with respect to other Participating Entities may vary and are expected to be addressed in the Participating Addenda. As a general rule, Government Agencies do not pay sales tax.

5.1 Price and Rate Guarantee Period

All prices and rates offered shall be guaranteed for the initial term of the Master Agreement. Any request for price or rate adjustment following the initial Master Agreement term, is detailed in Section 7.6 of the Master Agreement terms and conditions, and must be submitted to Lead State in writing as specified.

5.2 Cost for the NASPO ValuePoint Master Agreements shall be based on the following:

There are four (4) bands of products included with this proposal offering. Each band has a separate pricing template, and is named Attachment D – Band 1, 2, 3, or 4. Respondents may submit pricing for one or all product bands. Additionally, each cost sheet is divided with color tabs at the bottom of each sheet for identification of type of cost required.

To ensure contract flexibility for new technology and product offerings, contract will be awarded at the percentage discount stated per category of item. Clearly indicate how percentage quoted correlates to the identified item description.

Contract pricing shall be marked as a discount percentage from the referenced catalog or publically available URL, and required identified baseline as identified by the item descriptions on pricing tables.

Volume or Cumulative-spend based additional discount percentages are to be clearly marked in tab provided.

Respondents may also propose additional product identifiers as good, better, or best; contract specific Hot-List Items, as long as pricing will be held for the initial agreement period. These items should be included within the market basket which is contained in each band of Attachment D, pricing cost proposals, and clearly marked as such.

Market basket items, unless specifically identified as a special offering, will be used for evaluation purposes. All items must include identifiable baseline references, or will be disqualified from costing evaluation.

5.3 Special pricing instructions per Band

5.3.1 Band 1 (Body Worn Video)

Percentage discounts will outline the basic catalog discount structure. Respondents will identify the baseline used, and category / catalog discounts. The areas for volume discounts and additional discounts are how respondent can show additional incentives.

Cost scenario pricing will be used for evaluation purposes. Each responded shall list proposed product and indicate the category of Good, Better, or Best. Respondent shall indicate if pricing scenario will be offered as a special contract item – specific product line at quoted price.

Offeror is encouraged to provide contract special offerings to entail the final end user's understanding of available body worn video products.

5.3.2 Band 2 (Vehicle Mounted Video – May include Public Transit and School Bus Video/Recording)

Percentage discounts will outline the basic catalog discount structure. Respondents will identify the baseline used, and category / catalog discounts. The areas for volume discounts and additional discounts are how respondent can show additional incentives.

Cost scenario pricing will be used for evaluation purposes. Each respondent shall list proposed product and indicate the category of Good, Better, or Best. Respondent shall indicate if pricing scenario will be offered as a special contract item – specific product line at quoted price.

Offeror is encouraged to provide contract special offerings to entail the final end user's understanding of available vehicle mounted video products

5.3.3 Band 3 (Video Storage, Data Security, Software and Peripherals)

Cost scenarios are provided to allow offeror the ability to provide their best solution for each situation. Offeror may propose multiple storage and security options, and may include both cloud services and secure self-contained storage solutions. These scenarios will be used in evaluation calculations.

Percentage discounts will be used for final award, and must be stated with baseline identified.

Offeror is encouraged to provide contract special offerings to entail the final end user's understanding of available storage and security solutions.

5.3.4 Band 4 (Vehicle Mounted Equipment)

Percentage discounts will outline the basic catalog discount structure. Respondents will identify the baseline used, and category / catalog discounts. The areas for volume discounts and additional discounts are how respondent can show additional incentives.

Percentage discounts will be used for final award, and must be stated with baseline identified.

Marketbasket listed in pricing template will be used for evaluation purposes. Each offeror may bid on one or all categories listed in Band 4. All products listed can be bid as listed or item equivalents, and shall be bid by quantity of one (1) unit of measure. If item does come in multiple pieces, please provide pricing for one complete set or pair and identify unit of measure as such.

Offeror is encouraged to provide contract special offerings to entail the final end user's understanding of available vehicle mounted products.

6 ATTACHMENTS

Attachment A – NASPO Valuepoint Master Agreement Terms and Conditions

Attachment B – Scope of Work

Attachment C – Oklahoma Terms and Conditions for Award

Attachment D – Pricing Templates

Attachment E – Administrative and Technical Response Template

Attachment F – CJIS Security Policy V5.4

Attachment G – Reference Template

Attachment H - Question Template

Attachment I – Reporting Template Example

Attachment J – Value Add Plan Template

Attachment K – Additional State Terms and Conditions (Montana)

Attachment L – Additional State Terms and Conditions (Virginia)



7 ATTACHMENT A: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

7.1 Master Agreement Order of Precedence

Any Order placed under this Master Agreement shall consist of the following documents:

- (1) Participating Entity's Participating Addendum ("PA");
- (2) Oklahoma Terms and Conditions
- (3) NASPO ValuePoint Master Agreement Terms & Conditions;
- (4) A Purchase Order issued against the Master Agreement;
- (5) Attachment B, the Scope of Work;
- (6) The Solicitation; and
- (7) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

7.2 Definitions

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c) (3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. A Participating State is not required to participate through execution of a Participating Addendum. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to participate through execution of a Participating Addendum.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S. territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

7.3 Term of the Master Agreement

The initial term of this Master Agreement is for two (2) years. This Master Agreement may be extended beyond the original contract period for three (3) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

7.4 Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

7.5 Assignment/Subcontracts

- a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

7.6 Price and Rate Guarantee Period

All prices and rates must be guaranteed for the first twelve (12) months of the Master Agreement term. Thereafter, requests for additional increases in pricing for contract terms will be limited to once a year. All requests must be made in writing to Lead State Contracting Officer a minimum of 30 days prior to request initiation. Documentation justification regarding any increases must be provided. No price increase will be approved without 30 days written notice and written approval from Lead State Contracting Officer. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

7.7 Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

7.8 Confidentiality, Non-Disclosure, and Injunctive Relief

7.8.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained

from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

7.8.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

7.8.3 Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

7.8.4 Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

7.9 Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of NASPO Value Point's opinion or position as to the quality or effectiveness of the services that are the subject of this Master

Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

7.10 Defaults and Remedies

7.10.1 The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

7.10.2 Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

7.10.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

- 7.10.3.1** Exercise any remedy provided by law; and
- 7.10.3.2** Terminate this Master Agreement and any related Contracts or portions thereof; and
- 7.10.3.3** Impose liquidated damages as provided in this Master Agreement; and
- 7.10.3.4** Suspend Contractor from being able to respond to future bid solicitations; and
- 7.10.3.5** Suspend Contractor's performance; and
- 7.10.3.6** Withhold payment until the default is remedied.

7.10.4 Unless other specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless

otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

7.11 Shipping and Delivery

7.11.1.1 The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

7.11.1.2 All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Offeror. If damage does occur, it is the responsibility of the Offeror to immediately notify the Purchasing Entity placing the Order.

7.11.1.3 All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the item description, brand and manufacturer product number, quantity, and the Ordering Entity's Purchase Order number.

7.12 Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

7.13 Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

7.14 Indemnification

The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

- (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
- (b) specified by the Contractor to work with the Product; or
- (c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
- (d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

7.15 Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities,

or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

7.16 Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement which include the Oklahoma Terms and Conditions and NASPO ValuePoint Master Agreement Terms and Conditions, and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

7.17 Insurance

a. This section requires insurance in addition to the insurance required by RFP section 4.1.18, Professional and Technical Special Insurance Requirements. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option; result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides for written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability

insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

7.18 Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

7.19 License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

7.20 No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

7.21 Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are

aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - (1) The services or supplies being delivered;
 - (2) The place and requested time of delivery;
 - (3) A billing address;
 - (4) The name, phone number, and address of the Purchasing Entity representative;
 - (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
 - (6) A ceiling amount of the order for services being ordered; and
 - (7) The Master Agreement identifier.
- g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.22 Participants and Scope

- a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The Oklahoma Terms and Conditions and NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating

Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. **Resale.** "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or

Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

7.23 Payment

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

7.24 Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

7.25 Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of seven (7) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder. If an audit, litigation, or other action involving the above-referenced documents, required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

7.26 Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not

negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 7.26 a. shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7.27 NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment I – Usage Reporting Template

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative

Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

7.28 Inspection and Acceptance

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

d. The warranty period shall begin upon Acceptance.

7.29 Warranty

Unless a warranty is otherwise proposed by Contractor and accepted by the Lead State in accordance with RFP section 4.1.8, this section governs. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, and (b) (b) the Product is free of defects in materials and workmanship. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

7.30 NASPO ValuePoint Cooperative Program Marketing and Performance Review

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

7.31 Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

7.32 Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

7.33 Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a State any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

7.34 Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

7.35 Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and

construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

7.36 NASPO ValuePoint eMarket Center

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

d. If the solicitation requires either a catalog hosted on or integration of a punchout site with eMarket Center or either solution is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

eMarket Center Appendix

a. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.

b. Supplier's Interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) NASPO ValuePoint and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data [Insert Time Frame Here] to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update [every Insert Time Frame Here] to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. Revising Pricing and Product Offerings: Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:

(1). Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the [1st day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center on 2/01/13)]. Files received after the 1st of the

month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract between the Contractor and the Contract Administrator; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated

by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.com> and <http://www.unspsc.com/FAQs.asp#howdoesunspscwork>.

i. Applicability: Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several NASPO ValuePoint Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

7.37 Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

8 ATTACHMENT B: SCOPE OF WORK

8.1 Introduction

The State of Oklahoma, Office of Management and Enterprise Services (OMES), Central Purchasing, in furtherance of the NASPO ValuePoint Cooperative Purchasing Program, is releasing this Request for Proposal (RFP) to establish Master Agreement Contracts with qualified manufacturers' for **Public Safety/Law Enforcement Video and Vehicle Mounted Equipment**.

The goal of this RFP is to provide State(s) requirements for competitive proposals along with value-added solutions which allow State and Local Governments to easily equip their public safety transportation equipment and employees with the best competitive pricing, cutting edge technology, and superior customer services without the need for individual competitive proposals.

As permitted by Attachment A, the NASPO ValuePoint Master Agreement Terms and Conditions, authorized governmental entities in any State are welcome to use the resulting Master Agreements through NASPO Valuepoint with the approval of the State Chief Procurement Official. Upon final award of the Master Agreements, Awarded Suppliers are able to sign Participating Addendums (PA) at the option of the Participating States. These States reserve the right to add their individual State specific terms and conditions, as well as their own contract management or administrative fee.

For the purpose of this RFP, there are 4 product bands identified below which may be awarded. Respondents must only respond to the Bands in which they manufacture or are authorized to distribute the defined products. The State of Oklahoma intends to establish multiple awards throughout the bands, and reserves the right to eliminate any band not meeting full expectations from the final award.

8.2 Product Bands

- BAND 1: Body Worn Video Cameras and Recording Devices
- BAND 2: Vehicle Mounted Video and Recording Devices
- BAND 3: Video Storage, Data Security, Software, and Peripherals
- BAND 4: Vehicle Mounted Equipment

8.3 Product Band Definitions and Minimum Requirements

This RFP is divided into four (4) individual product bands. Each band shall include all associated hardware, software, mounting equipment and services. With the volatile speed of technology designs, growing demands and unique customizable configurations, these bands shall remain flexible and may be redefined during the life of this contract.

It is the intent upon award to have an offering of Good, Better, and Best to allow for utilization for both small and large public safety organizations.

Note: the following items will not be included in this contract award: Body Armor, LED Light Bars, Public Safety Radios, Radar, and Lidar Equipment. These items are on separate NASPO ValuePoint Master Agreements.

8.4 BAND 1: BODY WORN VIDEO CAMERAS AND RECORDING DEVICES.

To include, but not limited to: Mobile Camera and Recording Equipment which is not permanently installed on a fixed surface. This may be attached to a person, mounted on the chest, belt, hat, or glasses etc. Equipment shall be able to capture video from the Officer's perspective and store the recorded video on a secure hosted website, or secure local storage solution.

8.4.1 Minimum Requirements:

SPEC REQUIREMENT	GOOD	BETTER	BEST
Resolution	640 x 480	1280 x 960	1920 x 1080
Format	AVI	MPEG4	
Field of View	Min. 65 degrees	Min. 90 degrees	Min. 120 degrees
LUX	1.5	1	0.5
Record Life	2.5	4	8
Standby Life	6	12	72
Pre Record Mandatory Y/N	N	Y	Y
Storage	16 GB	32 GB	64 GB
Battery Charge Time	Max 8 hours	Max 6 hours	Max 6 hours
Record Time	4 hours or less	5-7 hours	8 and more hours
Frame Rate	25 FPS	30 FPS	30 FPS
Recharging Options	USB Cable	USB Cable or Docking Station	USB Cable or Docking Station
Recording Indicator	Visual Only	Visual & Sound Option	Visual & Sound Option
Weatherproof/Construction	IP65	IP66	IP67 or IP68
Displays remaining Storage Level	Graph	Hours/Minutes	Hours/Minutes & Audible/Visual Warning
Rotatable Lens	No	Yes	Yes
Covert mode triggerable	Yes/Predefined	Yes/User Triggerable	Yes/User triggerable
Video Compression	Lossy	Lossless	Lossless
Sound Quality	Standard	Hi-Fi	HD Sound

8.4.2 Technical Mandatory Requirements

- 8.4.2.1** All wiring, cables, clips, or other methods of attachment required for the device to function properly shall be designed to disengage to prevent the wearer from becoming entangled. Describe what type of external cabling your device uses and any features which may allow the device to continue operating or to tag an interruption.
- 8.4.2.2** The System shall produce a method to log all recordings, deletions, and edits. These reports shall also indicate which items have been deleted, edited, the time and date when changes were made, and who performed the actions. Describe the type of capabilities of proposed system logs and reports, method of generating documents, estimated time of completing reports, and typical training time frame to master system reports.
- 8.4.2.3** The system shall prevent unauthorized alteration or deletion of records and recorded data.
- 8.4.2.4** . The system shall be capable to establish the start of a predetermined retention period for any data stored by a date or other event trigger. Describe your capabilities to set automated retention schedules.
- 8.4.2.5** Describe in detail how your system can resume original retention schedules after recorded data has been used for an investigation, litigation, or any other legal action and said activity has been concluded.
- 8.4.2.6** The system shall have total capability to access, search, and retrieve recorded data entirely throughout the predetermined retention period. Describe systems indexing and search processes.
- 8.4.2.7** The capability to restrict access to certain videos is required. Describe how your system can secure recorded data from unauthorized access, regardless of classification, and apply key users viewing privileges.

8.5 BAND 2: VEHICLE MOUNTED VIDEO AND RECORDING DEVICES

Includes permanently mounted video equipment. Intended use is for police vehicles, public transit, school buses, and other public safety vehicles. Additional, products can be proposed and available for use by a variety of law enforcement applications, which may also include state police, marine police, corrections, game and inland fisheries, forestry, border surveillance, educational campuses, as well as local fire departments and other emergency first responder needs.

8.5.1 Minimum Requirements:

All mobile video systems and related audio equipment must conform to the applicable minimum standards as set by the following:

- a) Electronic Industries Association (EIA)
- b) Federal Communications Commission rules and regulations (FCC)
- c) Institute of Electrical and Electronic Engineers (IEEE)
- d) International Electro technical Commission (IEC)

- e) International Organization for Standardization (ISO)
- f) National Fire Protection International (NFPA)
- g) National Highway Traffic Safety Administration (NHTSA)
- h) Society of Automotive Engineers (SAE)
- i) Underwriters Laboratories Inc. (UL)
- j) Underwriters Laboratories of Canada (ULC)

Any items installed in the interior of the vehicle shall meet the requirements stated in Federal Motor Vehicle Safety Standards.

Manufacturers shall provide the customer the necessary brackets, mounting hardware, and installation instructions that if followed properly will ensure the vendor's equipment is installed in accordance with all appropriate Federal Motor Vehicle Safety Standards (FMVSS) that are in place at the time of the contract between the vendor and the State(s).

8.5.2 Technical Mandatory Minimum Requirements

Screen/Monitor	Minimum 3 inches diagonal with color display
Temp Range	Sub Zero to 120 Degrees Fahrenheit
Viewing Angle/Diag.	Rotation of 360 Degrees or 180 front facing
Front Field of View	Minimum 24 feet Width, 35 feet full wide angle
Signal to noise Radio	Of at least 46 db.
Microphone	Wireless audio from range of 1000 feet
Activation	Record Button, Emergency Lights and/or Siren
Duration	Record Events uninterrupted for minimum of
	3.5 hours.
Power Source	Between 9 and 18 volts.
Record Indicators	Illuminated indicator visible outside and front seat
Camera Lens	Autofocus/Auto exposure; auto white balance
Erasure Prevention	Erasing, Altering, and/or Recording over data
Time Stamp	Video, Audio, Metadata shall be consistent
Audit Log	Name/ID, automated verification-min 128 bit hash value
Equipment Diagnostic	Shall perform self-test to complete functionality.
	Storage Space Remaining
	Shall send notification to user for any malfunction
Aspect Ratio:	16:9
High Definition Resolution	720p
Internal Storage	128 GB

8.5.3 Mandatory Technical Requirements

- 8.5.3.1** Product must not interfere with normal operation of the emergency vehicle; and must not create a safety risk for operator or passengers. Shall not cause interference with any other electronic systems in operation (radio, computer, speed detection, etc.)
- 8.5.3.2** Product shall have “low battery” indicators and provide process for system to power down without causing any damage to recording device or data storage unit.
- 8.5.3.3** Product must be a complete mountable solution to accommodate different types of vehicles, (i.e. Ford Explorers, Dodge Chargers, Chevy Impalas and Tahoes, Public Transportation Bus or Subway cars) without degrading original equipment performance.
- 8.5.3.4** Monitor should include a non-glare touch screen or mechanism to control video in the vehicle.
- 8.5.3.5** System recording should be in a non-proprietary video format.
- 8.5.3.6** Recording should be both audio and video, with separate channels and capabilities of recording events inside and outside the vehicle simultaneously.
- 8.5.3.7** System must have wireless upload capabilities, and if upload process is interrupted, upload will resume from point of interruption.
- 8.5.3.8** System shall have a secure method to access camera system to prevent any unauthorized access to recording device.
- 8.5.3.9** System shall have ability to allow user input for data/metadata associated with tagged video.
- 8.5.3.10** Digital video file must provide ability to determine and authenticate an original file or indicate if file has been modified

8.6 BAND 3: Video Storage, Data Security, Software, and Peripherals

This band will include all supporting equipment and/or services for video storage, including Government cloud services or local secured storage systems. Data management tools, software with related maintenance and/or license fees, related peripherals. Band 3 is not considered to be a hardware category without the purchase of bundled video products and/or accessories.

8.6.1 Mandatory Requirements for Data Management and Storage Services:

- 8.6.1.1** . Offeror must contractually commit in writing to managing data in accordance with the FBI’s Criminal Justice Information Services (CJIS) Security Policy by signing the Appendix H – Security Addendum (Attachment F) with each requesting Agency.
- 8.6.1.2** . Offeror must provide document that the personnel working in your cloud provider’s data center passed a fingerprint-based CJIS background check provided by the FBI or your state’s CJIS office
- 8.6.1.3** Offeror must contractually commit to audits to demonstrate continued adherence and detail providing full support for CJIS compliance?
- 8.6.1.4** Please reference Criminal Justice Information Services (CJIS) Security Policy, Version 5.4, dated 10/06/2015, <https://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center>

or most current security policy as issued.

- 8.6.1.5** Offeror must be able to provide a separate, fully isolated cloud platform for U.S. federal, state, and local government customers.
- 8.6.1.6** . Offeror must agree and certify that the individual State(s) will retain ownership of all data.
- 8.6.1.7** Offeror must attest that all State and Local Government data will be kept within the continental limits of the United States.
- 8.6.1.8** Offeror must explain chain of custody process, all associated user fees, access fees, switch/change fees, and methods of data retrieval.
- 8.6.1.9** All work done by the contractor must be done in the continental United States.
- 8.6.1.10** Proposed solution must have the ability to share video evidence with groups inside and outside of Agency, with no proprietary file formats to view video.
- 8.6.1.11** Agency may require controlled access to evidence; define roles, and permissions, users, and passwords.
- 8.6.1.12** Must be capable of creating multiple evidence files, tags, markers, indexes, and clips without altering original video
- 8.6.1.13** Video management system should contain built-in redaction system for both audio and video.

8.7 BAND 4: VEHICLE MOUNTED EQUIPMENT.

Band 4 will include items such as, but not limited to: Consoles, Partitions, Window Armor, Vehicle Armor, Pushbumpers, Prisoner Seats, K9 Enclosures and Accessories, Gun Locks, Trunk Trays, Cargo Slides, Printer Mounts, Computer Mounts, Docking Stations, Anti-Theft Devices, Spotlights, Idle Systems, Air Bag Cutouts, Skid Plates, Trunk Organizers, Cargo Barriers, Wiring Harness, Gun Racks, Siren Speakers, etc.

Band 4 encompasses a wide grouping of varied equipment. To ensure participating end users have needs covered; please provide category discounts along with brand name to products you are proposing.

Reference Pricing Section 5 for cost submittal instructions, and Attachment D – Band 4

9 ATTACHMENT C – OKLAHOMA TERMS AND CONDITIONS FOR AWARD



State of Oklahoma

Office of Management and Enterprise Services

STATE OF OKLAHOMA TERMS AND CONDITIONS

9.1 Definitions

Acquisition

The term (“Acquisition”) means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act.

Addendum or Addenda

The term (“Addendum or Addenda”) means a document used to effect a contract change or modification in or more provisions of an existing a contract.

Lead State

The term (“Lead State”) means the State centrally administering any resulting Master Agreement. The State of Oklahoma is the Lead State for this Master Agreement.

9.2 Master Agreement Modification

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Purchasing Director of the Lead State.

9.3 Indemnification

In connection with indemnification under the Master Agreement, when the Lead State or any Lead state agency is a named defendant in any filed or threatened lawsuit, the defense of the Lead State or Lead State agency shall be coordinated by the Attorney General of Oklahoma or, in the alternative, the Attorney General of Oklahoma may authorize the Vendor to control the defense and any related settlement negotiations; provided, however, Contractor shall not agree to any settlement of claims against the Lead State or Lead State agency without obtaining advance written concurrence from the State Attorney General. If the Attorney General of Oklahoma does not authorize sole control of the defense and settlement negotiations to Contractor, Contractor shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Master Agreement and shall remain responsible to indemnify the applicable Indemnified Parties.

9.4 Audits and Records Clause

For transactions between the Lead State and the Contractor, the Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of seven (7) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder. If an audit, litigation, or other action involving the above-referenced documents, required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

9.5 Assignment/Subcontracts

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the State Purchasing Director of the Lead State.

9.6 Payment

For transactions between the Lead State and the Contractor, invoices are to be paid in arrears after products have been delivered and accepted or services provided and accepted pursuant to 74 O.S. § 85.44(B). Payment by the Lead State will be made within no more than forty-five (45) days from the date a proper invoice is received and the goods have been delivered and accepted or services provided and accepted pursuant to 62 O.S. § 34.71. Interest on late payments made by the Lead State is governed by 62 O.S. § 34.72.

9.7 Changes in Contractor Representation

The Contractor must notify the State Purchasing Director of the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The State Purchasing Director of the Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

9.5. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the State Purchasing Director of the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of NASPO Value Point's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

9.8 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The Contractor certifies that the Contractor and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;
- B. Have not within a three-year period preceding the Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; for violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the foregoing offenses enumerated in this certification; and
- D. Have not within a three-year period preceding this Contract had one or more public (federal, state or local) contracts terminated for cause or default.

If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

9.9 Choice of Venue

Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in Oklahoma County, Oklahoma. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in Oklahoma County, Oklahoma. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party. Where the claim is adjudicated in the United States District Court of the Lead State, it must be brought and adjudicated in the Western District.

9.10 Extension of the Master Agreement

The Lead State may extend the term of this Master Agreement for up to ninety (90) day intervals if mutually agreed upon by the State Purchasing Director of the Lead State and the Contractor.

9.11 Gratuities

The right of the Contractor to perform under this Master Agreement may be terminated by written notice if the Procurement Official as specified in E.4. of the Solicitation determines that the Contractor, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Central Purchasing Division of the Lead State.

9.12 Pricing

In accordance with 74 O.S. § 85.40, all travel expenses to be incurred by the Contractor in the performance of the Master Agreement shall be included in the total price/ amount.

9.13 Type of Contract

This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.

9.14 Open Records Act

Vendor acknowledges that all Oklahoma State agencies and certain other Oklahoma-based entities are subject to the Oklahoma Open Records Act. Vendor also acknowledges that such Customers will comply with the Oklahoma Open Records Act and with all opinions of the Oklahoma Attorney General concerning this Act. Except for a provision of the Contract specifically designated as confidential in a writing executed by both parties or a provision protected from disclosure in the Open Records Act, no Contract provision is confidential

information and, therefore, any provision is subject to disclosure under the Open Records Act.

9.15 . Patents and Copyrights

Without exception, a Product price shall include all royalties or costs owed by the Vendor to any third party arising from the use of a patent, intellectual property or copyright. Should any third party threaten or make a claim that any portion of a Product or Services provided by Vendor under the Contract infringes that party's patent or copyright, Vendor shall enable Customers to legally continue to use, or modify for use, the portion of the Product or Services at issue or replace such potentially infringing Product, or re-perform in the case of Services, with at least a functional non-infringing equivalent. Vendor's duty under this section shall extend to include other Products or Services rendered materially unusable as intended due to replacement or modification of the Products or Services at issue.

9.16 Compliance and Electronic and Information Technology Accessibility

Vendor shall comply with federal and State laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at <http://www.ok.gov/cio/documents/isd-itas.pdf> and shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT. If Products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Vendor. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum. Accordingly, in each statement of work or similar document issued pursuant to the Contract, Vendor shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

9.17 Media Ownership (Disk Drive and/or Memory Chip Ownership)

Any disk drives and memory cards purchased with or included for use in leased or purchased Products under the Contract remain the property of the State or Customer, as applicable.

Personal information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between Customers or for the resale of refurbished equipment that has been in use by a Customer, by the Vendor to the general public or other entities. This provision applies to replacement devices and components, whether purchased or leased, supplied by Vendor, its agents or subcontractors during the downtime (repair) of Products purchased or leased through the Contract. If a device is removed from a location for repairs, the Customer shall have sole discretion, prior to removal, to determine and implement sufficient safeguards (such as a record of hard drive serial numbers) to protect personal information

that may be stored within the hard drive or memory of the device.

9.18 Offshore Services

No offshore services are provided for under the Contract. State data shall not be used or accessed internationally, for troubleshooting or any other use not specifically provided for herein without the prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State.

9.19 High Technology System Performance and Upgrades

- i. Pursuant to 62 O.S. § 34.12.1, if an Acquisition pursuant to the Contract includes a "high technology system" as defined at 62 O.S. 34.11.1(O) the Vendor shall provide documentation of the projected schedule of recommended or required system upgrades or improvements to such system for the three (3) year period following the purchase date. If Vendor does not plan such system upgrades or improvements, the Vendor shall provide documentation that no system upgrades or improvements to the high technology system are planned for the three (3) year period following the purchase date.

- ii. Any Acquisition pursuant to the Contract of an upgrade or enhancement to a high technology system shall be conditioned upon one of the following: the Acquisition being provided at no charge to the State; the Acquisition being provided to the State at no additional charge pursuant to a previous agreement with the Vendor; the Vendor providing documentation that any required or recommended upgrade will enhance or is necessary for performance of the applicable State agency duties and responsibilities; or the Vendor providing documentation that it will no longer supply maintenance assistance to the applicable State agency and the applicable State agency documenting that the functions performed by the high technology system are necessary for performance of the State agency duties and responsibilities.

9.20 Emerging Technologies

The State of Oklahoma reserves the right to enter into an Addendum to the Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are repeated requests for such emerging technology or the State determines it is warranted to add such technology.

1. Double Click to Open PDF Fill able Form



Responding Bidder Information

"Certification for Competitive Bid and Contract" MUST be submitted along with the response to the Solicitation.

- 1. RE: Solicitation # _____
- 2. Bidder General Information:
FEI / SSN : _____ VEN ID: _____
Company Name: _____
- 3. Bidder Contact Information:
Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____
Contact Title: _____
Phone #: _____ FAX#: _____
Email: _____ Website: _____
- 4. Oklahoma Sales Tax Permit¹:
 YES – Permit #: _____
 NO – Exempt pursuant to Oklahoma Laws or Rules
- 5. Registration with the Oklahoma Secretary of State:
 YES - Filing Number: _____
 NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).
- 6. Workers' Compensation Insurance Coverage:
Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.
 YES – include a certificate of insurance with the bid
 NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)²

Authorized Signature	Date
Printed Name	Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/fac/fqbusasales.html>
² For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/ols/fags.html#221>
OMES FORM CP 076 – Purchasing | Rev. 11/2015



Certification for Competitive Bid and/or Contract (Non-Collusion Certification)

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j, 1 of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

- the competitive bid attached herewith and contract, if awarded to said supplier;
- OR
- the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

SEPARATE ATTACHMENT

10 ATTACHMENT E – ADMINISTRATIVE AND TECHNICAL RESPONSE TEMPLATE

SEPARATE ATTACHMENT

11 ATTACHMENT F – CJIS SECURITY POLICY V5.4

FEDERAL APPENDIX H SECURITY ADDENDUM

The following pages contain the legal authority, purpose, and genesis of the Criminal Justice Information Services Security Addendum (H2-H4); the Security Addendum itself (H5-H6); and the Security Addendum Certification page (H7).

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES SECURITY
ADDENDUM

Legal Authority for and Purpose and Genesis of the Security
Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved

by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain

such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

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FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES SECURITY
ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.0 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.0 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

- 4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
- 4.02 Security violations can justify termination of the appended agreement.
- 4.03 Upon notification, the FBI reserves the right to:
- a. Investigate or decline to investigate any report of unauthorized use;
 - b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.
- 5.00 Audit
- 5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.
- 6.00 Scope and Authority
- 6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.
- 6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.
- 6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.
- 6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.
- 6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI 1000 Custer

Hollow Road

Clarksburg, West Virginia 26306

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**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES SECURITY
ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

12 ATTACHMENT G – REFERENCE TEMPLATE

Survey Questionnaire – State of Oklahoma

To:

(Name of person completing survey)

Phone:

Email:

Subject: Past Performance Survey of:

(Name of Vendor)

The State of Oklahoma in partnership with NASPO ValuePoint is implementing a process that collects past performance information on firms and their key personnel. The information will be used to assist the State(s) in the selection of firms to perform various projects. The firm/individual listed above has listed you as a client for which they have previously done business.

We would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Once complete, please send the form directly to the Vendor so they may submit the results with their response to our current Request for Proposal.

Client Name:

Completion

Project Name:

Date:

Survey Questionnaire – State of Oklahoma

NO	CRITERIA	UNIT	
1	How would you rate the supplier’s product availability and fill rate?	(1-10)	
2	How would you rate the experience of the supplier in managing large accounts?	(1-10)	
3	How would you rate the performance of suppliers products compare to that of its competitors?	(1-10)	
4	How would rate the suppliers turnaround time when contacted to provide information?	(1-10)	
5	How would you rate the suppliers ordering system?	(1-10)	
6	How would you rate the supplier’s geographic coverage and ability to deliver throughout all your locations?	(1-10)	
7	How would you rate supplier’s accounts receivable/invoice procedures?	(1-10)	
8	How would you rate suppliers post sales customer relations (Training, Technical Support, and Assistance)?	(1-10)	
9	Overall customer satisfaction and comfort level in hiring vendor/individual again	(1-10)	

Please list any additional comments you may have in the space provided below.

Printed Name (of Evaluator)		Signature (of Evaluator)

Thank you for your time and effort in assisting the State of Oklahoma in this important endeavor.

13 ATTACHMENT H – QUESTION TEMPLATE

Separate Attachment

14 ATTACHMENT I – USAGE REPORTING TEMPLATE EXAMPLE

Upon award all suppliers will receive template in excel format.

3.) Field Descriptions

Purchase Order# P-Card (Required)	Order Date	Purchasing Entity (Required)	Shipping Location	Manufacturer	Manufacturer Item #	Product Description (Required)	Product Category	Supplier Item #	UNSPSC Code	MSRP	Unit Price (Required)	Quantity (Required)
A	B	C	D	E	F	G	H	I	J	K	L	M

- A. Enter the Ordering Entity's Purchase Order number. If it is a P-card purchase, please enter "Pcard" in the cell. **Do not** enter the credit card number.
 - B. Enter the date the order was placed.
 - C. Enter the Purchasing Entity's name, abbreviation, or number here. To identify State Agencies or Higher Education institutions, please reference the 'Abbreviation List' tab at the bottom of the workbook.
 - D. Enter the city in which products or services were received, or the specific office/subdivision title (i.e. DOC Mable Basset).
 - E. Enter the Product's Manufacturer. If it is a service, indicate the the type of service (Translation, Consulting, Programming, etc.).
 - F. Enter the Manufacturer Item Number, if applicable.
 - G. The Product Description should concisely explain what has been received by the end user.
 - H. General Product Category, if applicable.
 - I. Enter the Supplier Item Number, if applicable.
 - J. The UNSPSC Codes can be found at the website listed below by entering a keyword into the "Search Title" field.
www.unspsc.org/search-code
 - K. Enter the MSRP or List Price.
 - L. Enter the price received by the Purchasing Entity.
 - M. Enter the Quantity purchased.
- Remaining fields will automatically calculate based on the values entered.*

15 ATTACHMENT J - VALUE ADDED PLAN

Attachment J Value Added Plan

This template must be used. The Value Added Plan should identify any value added options or ideas that may benefit the State(s). The value added claims should be prioritized (identify the most important claims first). The Respondent may add or delete Value Added Claim table templates, but do not exceed the 2-page limit for this section. Do NOT include any identifying information in the Plan. Information listed under the "Documented Performance" line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

Example (this example can be deleted to accommodate more claims)

Item Claim: *This would be the place to offer service/package/optional remittance method (etc) not requested in the solicitation-insert description here*

How will this add value? *How would the item described above add value to the State's contract?*

Documented Performance: *State in general terms where offered and the results*

Cost Impact: *What is cost or hourly rate?* **Schedule Impact :** *What is the unit of measure for the cost?*

Item #1 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact: _____ **Schedule Impact:** _____

Item #2 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact: _____ **Schedule Impact:** _____

Item #3 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact: _____ **Schedule Impact:** _____

Item #4 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact: _____ **Schedule Impact:** _____

Item #5 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact: _____ **Schedule Impact:** _____

16 ATTACHMENT K – ADDITIONAL STATE TERMS AND CONDITIONS

STATE OF MONTANA

ADDITIONAL TERMS

The State of Montana (State) would like the following clauses included in the final contract(s). In instances where there are contradictory statements, the language herein shall dictate.

ACCESS AND RETENTION OF RECORDS: Contractor shall provide the State, Legislative Auditor, or their authorized agents' access to any records necessary to determine contract compliance. (18- 1-118, MCA.)

ASSIGNMENT, TRANSFER, AND SUBCONTRACTING: Contractor may not assign; transfer, or subcontract any portion of this contract without the State' prior written consent. (18-4-141, MCA.)

COMPLIANCE WITH LAWS: Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by Contractor subjects subcontractors to the same provision. In accordance with 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

CHOICE OF LAW AND VENUE: Montana law governs this contract. The parties agree that any litigation concerning this bid, proposal, or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (18-1-401, MCA.)

HOLD HARMLESS/INDEMNIFICATION: Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

17 ATTACHMENT L – ADDITIONAL STATE TERMS AND CONDITIONS

STATE OF VIRGINIA

A. PURPOSE

The purpose of this Intent to Participate agreement (“ITP”) is to provide members of the National Association of State Procurement Officials (“NASPO”) with the opportunity to participate in multi-state cooperative contract(s) for the provision of Public Safety / Law Enforcement Video & Vehicular Mounted Equipment for Participating States, including all related integral and peripheral component materials and parts, and all related Services. These contract(s) are being led by the State of Oklahoma (“Lead State”).

B. SCOPE OF THE CONTRACT(S)

The Lead State is authorized by the Commonwealth as a Participating State, through this ITP, and the NASPO Cooperative Purchasing Organization to act as the lead procurement officer in developing one or more multi-state cooperative contracts for Public Safety Video Systems & Services. The resulting contracts will be permissive contracts.

It is the intent of the Commonwealth of Virginia to participate in this joint procurement for Public Safety Video Systems & Services through NASPO in order to obtain most optimal cost savings and/or reductions in administrative expense for the Commonwealth and its Public Bodies.

Subject to the participation by the Virginia Department of General Services (“DGS”), any subsequent contract that may be awarded as a result of this RFP will be made available for use by all Commonwealth of Virginia state agencies, institutions, or any other public body, as defined in § 2.2-4301 entitled “Definitions” and § 2.2-4304 entitled “Joint and cooperative procurement” of the Virginia Public Procurement Act (VPPA). Further, any such contracts resulting from this RFP may also be made available for use by certain charitable corporations and private nonprofit 501(c)(3) institutions of higher education that are chartered in Virginia, as allowable pursuant to Virginia Code 2.2-1120. Collectively, all aforementioned Commonwealth parties are referred to hereinafter in the aggregate as “Authorized Users”.

To ensure maximum transparency and public access to the Commonwealth's procurement activities and opportunities, and consistent with Virginia Code § 2.2-1110, all Authorized Users shall be required to submit all orders directly with a contractor through the Commonwealth's central electronic procurement website, and details for this will be delineated in any subsequently negotiated ordering instructions of the Commonwealth's Participating Addendum.

Administrative Fee

A NASPO administrative fee of one-quarter of one percent (0.25%) will be assessed centrally for purchases under the contract.

The Commonwealth's administrative fee/s, if any, and the detailed processes for managing, administering, and recording such fee payments shall be added at such time that a Participating Addendum may be executed by the Commonwealth.

The Commonwealth of Virginia requires the use of certain contractual terms and conditions, delineated below, and it will add any other terms and conditions needed at the appropriate time that any Participating Addendum ("PA") may be negotiated.

C. TERM OF THE CONTRACT

The initial term of this Master Agreement is for two (2) years. This Master Agreement may be extended beyond the original contract period for three (3) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

D. SOLICITATION AND CONTRACT DEVELOPMENT/ADDITIONAL INFORMATION

The solicitation and contract development shall be accomplished in compliance with the NASPO ValuePoint Process Guide and the NASPO Memorandum of Agreement for the NASPO cooperative purchasing program, incorporated herein by reference.

Proposal Due Date:

Proposals must be received by June 20, 2016 3:00 PM CDT, or as otherwise detailed in the most recent relevant RFP or Amendment documents issued by the Lead State. Proposals received after any such deadline will be late, and ineligible for consideration.

Solicitation Type and Evaluation Criteria

The RFP will be issued and evaluated in accordance with the NASPO Cooperative Purchasing Organization guidance, and the procurement laws and rules of the Lead State by a sourcing team composed of members from several states.

Award(s): The solicitation will permit multiple awards.

The following contractual terms and conditions shall be applicable to any Offeror and Virginia's participation in this joint or cooperative procurement conducted by another state:

1. VIRGINIA PUBLIC PROCUREMENT ACT

The Virginia Public Procurement Act ("VPPA", § 2.2-4300 et seq. of the Code of Virginia), including Article 6 (*Ethics in Public Contracting*), shall apply to any contract entered into between a vendor and a Virginia public body under this solicitation.

2. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign

business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section, in addition to any other available remedy.

3. NON-DISCRIMINATION

- a. During the performance of this contract, the contractor agrees as follows:
 - i. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The contractor will include the provisions of the foregoing paragraphs i, ii and iii in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. In accordance with Section 2.2-4343 of the Code of Virginia, public bodies do not discriminate against faith-based organizations, , or against any bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Virginia law.

4. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written contract with the Commonwealth of Virginia, the contractor certifies that it does not, and shall not, during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

5. DEBARMENT STATUS

By participating in this contract, the contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods or services covered by this contract. The contractor further certifies that it is not debarred from filling any order or accepting any resulting order, and that it is not an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

6. DRUG-FREE WORKPLACE

During the performance of this contract, the contractor agrees to:

- a. provide a drug-free workplace for its employees;
- b. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- c. state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and
- d. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor.
- e. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

7. ASSIGNMENT OF CONTRACT

Contracts and purchase orders with Virginia agencies shall not be assignable by the contractor in whole or in part without the written consent of that agency.

8. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS

All contractors providing goods or services to the Commonwealth of Virginia shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration located online at www.eva.virginia.gov. All contractors must register in eVA and pay the Vendor Transaction Fees specified below before they may fulfill any order. Vendor transaction fees are determined by the current fees, as follows:

- a. DSBSD-certified Small Businesses*: 1%, capped at \$500 per order.
- b. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

* Virginia Department of Small Business and Supplier Development,
<http://www.sbs.d.virginia.gov/>

9. PAYMENT

- a. To Prime Contractor:
 - i. Contractor shall submit invoices for items ordered, delivered and accepted directly to the payment address shown on the purchase order or contract. All invoices shall show the state contract number, purchase order number, and social security number (for individual contractors) or federal employer identification number (for proprietorships, partnerships, and corporations).
 - ii. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- iii. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - iv. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - v. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, final payment in full is contingent on a determination that all invoiced charges are reasonable. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).
- b. To Subcontractors:
- i. A contractor awarded a contract under this solicitation is hereby obligated to pay the subcontractors within seven days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractors under the contract; or to notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
 - ii. The contractor is obligated to pay the subcontractors interest at the rate of one percent per month (unless otherwise provided in this contract) on all amounts owed by the contractor that remain unpaid seven days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (i) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

10. MODIFICATIONS

This contract may be modified in accordance with §2.2-4309 of the Code of Virginia. No modifications shall be effective unless it is in writing and signed by the duly authorized representative of the Commonwealth. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. Any contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or \$50,000.00 whichever is greater, without the approval of the Governor or his authorized designee. In no event may the amount of the contract be increased without adequate consideration. The unauthorized approval of a modification cannot be the basis of a contractual claim as set forth in § 2.2-4363.

11. APPLICABLE LAWS AND COURTS

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without reference to its choice of law rules. Any litigation involving a Virginia public body shall be brought in the Circuit Court for the City of Richmond. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

12. VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the Vendors Manual is available for review at the purchasing office and is also accessible on the Internet at www.eva.virginia.gov under the "I Sell to Virginia" tab.

13. ALTERNATIVE DISPUTE RESOLUTION

The Commonwealth or any Authorized User and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual.

14. ETHICS IN PUBLIC CONTRACTING

By fulfilling an order placed by a Virginia buyer, the contractor certifies that they have not engaged in collusion or fraud in relation to any aspect of this contract, or its contract with the lead state or other entity that conducted the procurement upon which this contract is based, and that it has not offered or received any kickbacks or inducements to or from any other bidder, offeror, supplier, manufacturer, or subcontractor in connection with this contract or procurement. The contractor also certifies that it has not conferred on any public employee having responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

15. SECURITY REQUIREMENTS – VIRGINIA INFORMATION TECHNOLOGIES AGENCY ("VITA")

As applicable, Contractor certifies and warrants that all Products and Services provided pursuant to the Agreement shall conform to all applicable federal, state and local laws and regulations governing data security and the operations that govern these Products and Services. Such conformance specifically includes the Information and Data Security Policies, Standards, and Guidelines issued by the Commonwealth through the Virginia Information Technologies Agency (VITA) as delineated at the following, or any then-current, URL: <http://www.vita.virginia.gov/default.aspx?id=537> or any other information technology or Sensitive Data security requirements established by VITA and pertinent to the Products and Services.

Should an Authorized User have or establish additional security procedures pertinent to

the Products or Services, then Contractor agrees to work with the Authorized User to ensure that Products or Services also conform to such requirements, as may be mutually agreeable between the Authorized User and the Contractor.

For any individual Authorized User location, security procedures may include, but not be limited to: background checks, records verification, photographing, and fingerprinting of Contractor's employees or agents. Contractor may, at any time, be required to execute and complete, for each individual Contractor employee or agent, additional forms which may include non-disclosure agreements to be signed by Contractor's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of confidential or Personal information by the Contractor or an employee or agent of Contractor shall constitute a breach of its obligations under this Section and the Contract.

Contractor shall immediately notify DGS and VITA points-of-contact (to be included at a later date), and the Authorized User point-of-contact identified in any Order, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, or any other Sensitive Information, as defined herein and including, but not limited to, insurance data, social security number, date of birth, etc., which may be collected in the performance of the Contractor's Products or Services under this Agreement, or as may be provided to the Contractor by the Commonwealth or any Authorized User. Contractor shall provide the Commonwealth, through VITA, or any Authorized User, as applicable, with the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

Contractor shall indemnify, defend, and hold the Commonwealth, DGS, VITA, the Authorized User, or their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, DGS, VITA, the Authorized User, or their officers, directors, agents or employees, on account of the failure of Contractor to perform its obligations pursuant this Section.

To the extent applicable, and for any Contractor Services that may be agreed upon to be provided through any separate license agreement (Licensed Services), VITA shall have the opportunity and right to review Contractor's information security program prior to the commencement of such Licensed Services, and from time-to-time during the term of this Agreement.

During the performance of any such Licensed Services, and on an ongoing basis from time-to-time, VITA, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's information security program. In lieu of an on-site audit, and upon the request by VITA, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by VITA regarding the Contractor's information security program. Contractor agrees that they shall implement any reasonably required safeguards as identified by any VITA information security program audit.

THE COMMONWEALTH RESERVES THE RIGHT TO NEGOTIATE ANY ADDITIONAL REQUIRED CONTRACTUAL PROVISIONS AT SUCH TIME THAT ANY PARTICIPATING ADDENDUM MAY BE EXECUTED, IF ANY.